

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

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|----------------------------|---|--|
| DANA W. WILEY, |) | |
| |) | |
| Plaintiff, |) | Civil Action No. 18-1207-CRE |
| |) | Chief Magistrate Judge Cynthia R. Eddy |
| v. |) | |
| |) | |
| WORLD WRESTLING |) | |
| ENTERTAINMENT, INC., VINCE |) | Electronically Filed |
| MCMAHON and JOHN DUE |) | |
| |) | |
| Defendants. |) | |

DEFENDANTS' MOTION TO DISMISS UNDER FRCP 12(b)(6)

Pursuant to Federal Rule of Civil Procedure 12(b)(6), Defendants World Wrestling Entertainment, Inc. (“WWE”) and Vince McMahon (collectively, “Defendants”), through their undersigned counsel, hereby move to dismiss Plaintiff Dana W. Wiley’s (“Wiley”) First Amended Complaint (Dkt. 7).¹ For the following reasons and as explained more fully in the Brief contemporaneously filed in support of this Motion, Wiley has failed to allege any plausible claims, and the Court should dismiss the First Amended Complaint in its entirety with prejudice. In support of this Motion, Defendants state:

1. Although largely unintelligible, the crux of the pro se amended complaint filed in this matter appears to be that, on August 21, 1995, Wiley allegedly entered into a “copyright contract” with Defendants for his “brand trademark name D-Generation X and NWO t-shirt’s

¹ Plaintiff also named “John Due” defendants identified as “D-Generation X and NWO Wrestling Employee’s [sic].” No such entities exist. To the extent Plaintiff’s Amended Complaint is interpreted to refer to WWE employees, this Motion should be granted as to those “John Due” defendants as well.

and other merchandise” in exchange for Defendants paying Wiley \$75 million. *See* Amended Complaint, Statement of Facts ¶ 1.

2. Wiley, however, was sentenced to prison on May 1, 1995 for five to twenty years for armed robbery, and on August 21, 1995 — the very same day he claims to have entered into a \$75 million contract with WWE — he was sentenced in another matter for a consecutive three to six years. He, therefore, could not plausibly have entered into such a contract with Defendants on that date.

3. In addition to the implausibility of the alleged August 21, 1995 “copyright contract” at the core of Wiley’s Amended Complaint, Wiley’s claims for copyright infringement, trademark infringement, and breach of contract are legally untenable and should be dismissed because Wiley has not alleged facts plausibly establishing the required legal elements for any of those claims.

WHEREFORE, Defendants respectfully request that this Court enter an order granting Defendants' Motion and dismiss the Amended Complaint with prejudice.

A proposed Order is attached.

Dated: April 23, 2019

Respectfully submitted,

K&L GATES LLP

/s/ Christopher M. Verdini

Jerry S. McDevitt (PA Bar No. 33214)

Curtis B. Krasik (PA Bar No. 81150)

Christopher M. Verdini (PA Bar No. 93245)

K&L Gates Center

210 Sixth Avenue

Pittsburgh, PA 15222-2613

T: 412.355.6500

F: 412.355.6501

jerry.mcdevitt@klgates.com

curtis.krasik@klgates.com

christopher.verdini@klgates.com

*Counsel for Defendants World Wrestling
Entertainment, Inc. and Vince McMahon*

CERTIFICATE OF SERVICE

I hereby certify that on April 23, 2019 the foregoing was filed electronically. In addition,
I hereby certify that a copy of the foregoing was sent by first-class mail to Plaintiff at the
following address of record:

Dana W. Wiley
531 Case Street, Apt. 9
Rochester, PA 15074

/s/ Christopher M. Verdini
K&L Gates LLP
K&L Gates Center
210 Sixth Avenue
Pittsburgh, PA 15222-2613
412.355.6500